

SPECIAL PROVISIONS 2003

1. GENERAL CONDITIONS:

The Contractor shall read the attached GENERAL CONDITIONS OF THE CONTRACT and these Special Provisions as they form a part of the agreement to be entered into between the Contractor and the State of Hawaii.

2. ENVIRONMENTAL PROTECTION:

The Contractor shall comply with the following requirements for pollution control in performing all construction activities:

A. Rubbish Disposal:

- (1) All debris and/or waste materials shall be collected and hauled away to an appropriate off-site disposal area. During loading operations, debris and waste materials shall be watered down to allay dust.
- (2) No burning of debris and/or waste materials shall be permitted on the project site.
- (3) No dry sweeping shall be permitted in cleaning rubbish and fines which can become airborne from floors or other paved areas. Vacuuming, wet mopping or wet or damp sweeping is acceptable.
- (4) Enclosed chutes and/or containers shall be used for debris from above to ground floor level.

B. Dust:

- (1) Dust shall be kept within acceptable levels at all times including non-working hours, weekends and holidays in conformance with Chapter 60 - Air Pollution Control, as amended, of the State Department of Health Public Health Regulations.
- (2) The method of dust control and all costs incurred therefore shall be the responsibility of the Contractor.
- (3) The Contractor shall be responsible for all damage claims in accordance with Article 18 of the General Conditions of the Contract.

C. Noise:

- (1) Noise shall be kept within acceptable levels at all times in conformance with Title

11, Chapter 46 - Community Noise Control, State Department of Health, Administrative Rules. The Contractor shall obtain and pay for community noise permit from the State Department of Health when the construction equipment or other devices emit noise at levels exceeding the allowable limits.

- (2) All internal combustion engine-powered equipment shall have mufflers to minimize noise and shall be properly maintained to reduce noise to acceptable levels.
- (3) No blasting and use of explosives will be permitted without prior approval of the Engineer.
- (4) Starting up of on-site vehicular equipment meeting allowable noise limits shall not be done prior to 6:45 a.m. without prior approval of the Engineer. Equipment exceeding allowable noise limits shall not be started up prior to 7:00 a.m.

D. Erosion:

- (1) Erosion control shall conform to the grading ordinance of the respective counties. During interim grading operations the grade shall be maintained so as to preclude any damages to adjoining property from water and eroding soil. Temporary berms, cut-off ditches and other provisions, which may be required because of the Contractor's method of operations, shall be installed at no cost to the State.

E. Others:

- (1) Whenever trucks and/or vehicles leave the site and enter paved streets, the Contractor shall prevent any material from being carried onto the pavement in conformance with Section 291C-131, Hawaii Revised Statutes. Wastewater shall not be discharged into existing streams, waterways or drainage systems such as gutters and catch basins unless treated to comply with Department of Health water pollution regulations.
- (2) Trucks hauling debris shall be covered as required by Section 291C-131, H.R.S., and PUC Regulation. Trucks hauling fine materials shall be covered.
- (3) No dumping of waste concrete will be permitted at the job site.
- (4) Except for rinsing of the hopper and delivery chute, and for wheel washing where required, concrete trucks shall not be cleaned on the job site.
- (5) Except in an emergency, such as a mechanical breakdown, all vehicle fueling and maintenance shall be done in a designated area. A temporary berm shall be constructed around the area when runoff can cause problems.

(6) When spray painting is allowed, such spray painting shall be done by the "airless spray" process. Other types of spray painting will not be allowed.

F. Suspension of Work:

(1) Violation of any of the above requirements or any other pollution control requirements which may be specified herein shall be cause for suspension of the work creating such violation. No additional compensation shall be due the Contractor for remedial measures to correct the offense. Also, no extension of time will be granted for delays caused by such suspension.

(2) If no corrective action is taken by the Contractor within 72 hours after a suspension is ordered by the Engineer, the State reserves the right to take whatever action is necessary to correct the situation and to deduct all costs incurred by the State in taking such action from monies due the Contractor.

3. MANUFACTURER'S GUARANTEE:

A. Whenever manufacturer's guarantee on any products hereinafter specified exceeds one (1) year, this guarantee shall become part of this contract.

4. NOTICES:

A. The Contractor shall notify the School and give at least three (3) working days notice before starting any work.

5. DISRUPTION OF UTILITY SERVICES:

A. All work related to the temporary disconnection of electrical system shall be pre-arranged with the School Officials so that any disruption of such services will be kept to a minimum. In the event temporary power hook-up is required, the Contractor shall provide the necessary services.

6. CONTRACTOR'S OPERATIONS:

A. The Contractor must employ, insofar as possible, such methods and means of carrying out his work so as not to cause any interruption or interference to the facility's operations. Where the Contractor's operations would result in interruptions which would hamper the operations of the facility, the Contractor shall re-arrange his schedule of work accordingly at no expense to the State.

B. The Contractor shall maintain a safe passageway at all times at no additional cost to the State.

7. PARKING POLICY FOR CONTRACTOR:

- A. Areas to be used by the Contractor shall be as designated by the Engineer. Any lawn when damaged by the Contractor, shall be restored when so instructed by the Engineer at no cost to the State.

8. TOILET ACCOMMODATIONS:

- A. The Contractor may use the existing toilet facilities designated by the School; however, it is the Contractor's responsibility to keep same clean and in a sanitary condition at all times.

9. PROTECTION OF PROPERTY:

- A. The Contractor shall continually maintain adequate protection of all his work from damage and shall protect all property, including but not limited to buildings, equipment, furniture, grounds, vegetation, material, utility systems located at and adjoining the job site.
- B. The Contractor shall repair, replace or pay the expense of repair or damages resulting from his fault or negligence.

10. USE OF POWER-DRIVEN EQUIPMENT:

- A. The Contractor is cautioned to take all necessary safety precautions to protect the students, faculty members, and occupants of the building and the public wherever power-driven equipment is used.

11. SAFETY:

- A. The Hawaii Occupational Safety and Health Law, Chapter 396, Hawaii Revised Statutes, effective May 16, 1972, as amended, is applicable and made a part of the contract.
- B. The Contractor shall carefully read and strictly comply with its requirements.

12. CLEAN-UP OF PREMISES:

- A. The Contractor shall remove from premises all debris accumulated from daily operations. Before final inspection, the Contractor shall clean and leave all areas of work in a neat and presentable condition.

13. TOBACCO FREE SCHOOL SYSTEM

- A. Comply with the ban on smoking and other use of tobacco products at all times at Department of Education (DOE) facilities and off-campus sites under DOE's

operational control.

14. ASBESTOS PROHIBITION

A. In case there are discrepancies incorporated in any section the technical specifications and/or the General Conditions of the Contract, the following shall prevail:

(1) Asbestos Prohibition: No asbestos containing materials or equipment shall be used under this Section. The Contractor shall ensure that all materials and equipment incorporated in the project are asbestos free.

END OF SPECIAL PROVISIONS

